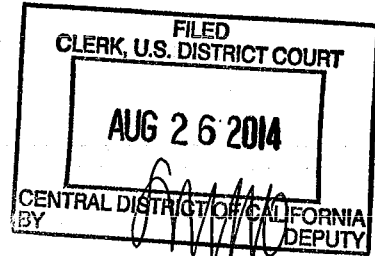


JS-6

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21 **UNITED STATES DISTRICT COURT**
 22 **CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION**

23 **GWANGJU CULTURAL-CONTENTS**
 24 **INVESTMENT CORPORATION,**
 25 **a Korean corporation,**
 26 **Plaintiff,**

27 **vs.**

28 **K2 ADVANCED MEDIA, LLC.,**
 a Delaware Limited Liability Company;
BRITTON LEE,
 an individual; and DOES 1-10,
Defendants.

CASE NO. CV12-10002 GAF (PJW)

(Assigned to the Honorable Gary Allen
Feess, Department 740)

[PROPOSED] STIPULATED
JUDGMENT AGAINST K2
ADVANCED MEDIA, LLC

Complaint Filed: November 21, 2012

Trial Date: September 16, 2014

[PROPOSED] STIPULATED JUDGMENT

WHEREAS, on November 21, 2012, Gwangju Cultural-Contents Investment Corporation ("GCIC") filed a Complaint in the United States District Court, Central District of California, entitled *Gwangju Cultural-Contents Investment Corporation v. K2 Advanced Media, LLC, et al.*, Case No. CV12-10002 GAF (PJWx) (hereinafter, the "Action"), and on May 6, 2013 filed a Third Amended Complaint against Defendants K2 Advanced Media, LLC ("K2AM") and Britton Lee (collectively, the "Defendants"). The Action alleges causes of action for breach of letter of guarantee, breach of escrow agreement, fraud, accounting, and declaratory relief;

WHEREAS, Defendants asserted defenses to GCIC's claims, including, failure to state a claim, laches, plaintiff's negligence, waiver/estoppel, lack of damages, lack of causation, equitable indemnity, lack of standing, intervening independent cause, comparative fault/liability of third parties, defendants took prompt remedial action, failure to avoid harm, performance of duties, lack of knowledge, unclean hands, no ratification, no intentional acts, no duty, due care, contributor fault, and material breach of party seeking relief;

WHEREAS, GCIC and Defendants have negotiated in good faith and entered into a settlement agreement that resolves the entire Action (the "Settlement Agreement");

WHEREAS, GCIC and Defendants have agreed and stipulated to entry of judgment based on the terms of the Settlement Agreement as provided below;

WHEREAS, GCIC and Defendants hereby unconditionally waive any right of appeal from the judgment entered in accordance with this Stipulated Judgment;

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that:

1. Judgment in the total amount of \$700,000.00 shall be, and hereby is entered in favor of Plaintiff GCIC and against Defendant K2AM on the first claim for relief for breach of letter of guarantee, second claim for relief for breach of

1 escrow agreement, fourth claim for relief for accounting, and fifth claim for relief
2 for declaratory relief.

3 2. K2AM consents to the jurisdiction of the United States District Court
4 for the Central District of California, and waives any objection based upon
5 jurisdiction, venue, and forum, whether for the purposes of enforcing this Stipulated
6 Judgment, the parties' Settlement Agreement, or any orders in furtherance thereof.

7 3. In any proceeding relating to the terms or enforcement of this
8 Stipulated Judgment, the prevailing party shall be entitled to an award of its
9 reasonable attorneys' fees.

10 4. This Stipulated Judgment shall be immediately entered by the Clerk of
11 the United States District Court and shall be enforceable according to its terms.

12 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that the
13 third claim for relief for Fraud is hereby dismissed with prejudice.

14 Each party shall bear its own costs and attorneys' fees.

15 Notwithstanding the entry of Judgment on the first, second, fourth, and fifth
16 causes of action, and the dismissal of the third cause of action, the Court shall retain
17 continuing jurisdiction to enforce the terms of this Stipulated Judgment.

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~~PROPOSED~~ ORDER

This Stipulated Judgment is hereby entered by the Court pursuant to the terms set forth above.

DATED: 8/25/14


HONORABLE GARY A. FEES
United States District Judge

Approved as to form and content:

DATED: August 25, 2014

LEWIS BRISBOIS BISGAARD & SMITH LLP

By: 

LAWRENCE N. HALPERIN
Attorneys for Plaintiff Gwangju Cultural
-Contents Investment Corporation

DATED: August 25, 2014

TIMOTHY D. MCGONIGLE, APC

By: 

TIMOTHY D. MCGONIGLE
Attorneys for Defendants K2 Advanced
Media, LLC and Britton Lee

JS-6